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Contract No.: 462-9342

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Agreement to Supply: Recycling Collection Services	
This agreement, made and entered into this the day of	_, 2006, is by and between the CITY OF enue, Fort Lauderdale, FL 33301, hereinafter called
Add	
Address: 13300 NW 38 Court City: Opa Locka	State: FL Zip: 33054
A Corporation ☑ A Partnership ☐ An Individual ☐ Other:	
hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the (ITB) for supplying the requirements of the City for the items and/or service listed one (1) year extension options and the Contractor submitted a bid that was ac	above for a period of through regard with the case
Formal authorization of this contract was adopted by the City Commission on:	March 7, 2006 Pur-04
Now, therefore, for and in consideration of the premises and the mutual covenar as follows:	nts herein contained, the parties covenant and agree
1. The Company agrees to sell to the City and the City agrees to buy from the Co 03/08/06 and ending 03/07/09 for the requirements listed above and acterms, covenants and conditions:	ompany, during the period beginning coording to the following specifications,
a. The Invitation to Bid containing General Conditions, Special Conditions, Special Forming a part of ITB Number 462-9342 and the Contractor's proposal in responsible a part hereof.	ifications, addenda, if any, and other attachments se, form a part of this contract and by reference are
 b. In construing the rights and obligations between the parties, the order of priorities as follows: 1) This contract Form G-110, Rev. 12/00 	ty in cases of conflict between the documents shall
2) Addendum to Agreement between City of Fort Lauderdale and Ch 3) The City's ITB and all addenda thereto 4) Contractor's proposal in response to the City's ITB	noice Environmental Services of Broward, Inc.
c. Warranty: The Company by executing this contract embodying the terms here supplied to the City shall remain fully in accord with the specifications and be of the service as supplied to the City is found to be defective or does not conform to specifications are conformed to the Contractor and to adjust billing accordingly.	he highest quality. In the event any product and/or
d. Cancellation: The City may cancel this contract upon notice in writing should of furnishing the products and/or services as specified herein upon 30 days written tervices.	the Contractor fail to reasonably perform the service n notice. This applies to all items of goods or
e. Taxes Exempt: State Sales (#16-03-196479-54C) and Federal Excise (#59-60 ertain transactions are taxable. Consult your tax practitioner for guidance where	00319) Taxes are normally exempt, however, necessary.
. <i>Invoicing</i> : Contractor will forward all invoices in duplicate for payment to the forvenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payon the invoice.	llowing: Finance Department, 100 N. Andrews ment terms applies, such discount MUST appear

2. Contract Special Cond contained in this contract F	<i>litions:</i> The following s _l Form G-110.	special conditions are made a part of and modify the standard provisions
3. Contract Summary:		
a. Attachments The ITB docur Agreement be	ment, Choice Environr	mental Services of Broward, Inc.'s response to the ITB, and Addendum to uderdale and Choice Environmental Services of Broward, Inc.
b. Payment Tei	ms: Per ITB	
c. Delivery:	Per ITB	
d. Insurance:	Yes ✓ No 🗌	
e. Performance	Bond/Letter of Credit:	Yes □ No ☑
f. Procurement	Specialist's Initials:	<u>DN</u>
4. Contractor's Phone Nur	mbers: Office:	: 305-637-5076
5. Contractor's Fax Number	er: 305-637-2(035
6. Contractor's E-Mail Add	lress: <u>hans@cho</u>	oiceenvironmental.net Website:
City of Fort Lauderdale By:	Director of Procuren	ment Services (City Manager's Designee) of Code and Procurement Memo No. 04-03
Date:	\overline{Q}_{N}	Attorney (approved as to form)
Contractor/Vendor		
	Name of Com	npany Officer (please type or print)
By: <u></u>	May have	orized Officer's Signature
Title:	7	
Date: 11/13/16		· · · · · · · · · · · · · · · · · · ·
Attest:	11/12	- Profilie Printing Inger and the second of
		rignature of Secretary tary (please type or print)

ADDENDUM TO AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND CHOICE ENVIRONMENTAL SERVICES OF BROWARD, INC.

As an addendum to Fort Lauderdale Contract No. 462-9342 for Recycling Services between the City of Fort Lauderdale, a Florida municipality, ("City"), and Choice Environmental Services of Broward, Inc., a Florida corporation, ("Contractor"), City and Contractor do hereby agree as follows:

- 1. Price Adjustments. City and Contractor agree to the following price adjustments:
 - a) For a period of 90 days from the commencement date of this Agreement, a price reduction on the blue bin collection service from \$1.72 per account per month to a rate of \$1.62 per account per month.
 - b) For a period of 90 days from the commencement date of this Agreement, a price reduction on the green bin collection service from \$1.95 per account per month to a rate of \$1.82 per account per month.
 - c) For the duration of any contract period, the monthly rate for cart collection will be permanently reduced from \$21.65 to \$12.50 per cart per month. There will be a minimum of two (2) carts per account for all future accounts. Any existing locations with only one cart will be grandfathered in at the \$12.50 price. This item will be subject to annual cost of living (CPI) adjustments per paragraph 1.11 of Part I—Information/Special Conditions of the Invitation to Bid.
- 2. Performance Criteria. The following performance criteria are hereby added and shall be used by City staff for purposes of performance review of the contractor:
 - a) Recycling routes shall be 100% completed on the scheduled day of service and routes must be serviced by 6:00 p.m. each day.
 - b) Complaints or missed pickups shall not exceed fifty-two per month. If a complaint or miss is resolved on the day it is reported, it will not be counted in the monthly tally.
 - c) Any complaint of miss that is reported to the City after 4:00 p.m. on a given day shall be considered as having been reported on the next day for purposes of taking corrective action.
 - d) The Contractor shall, within thirty days following the commencement date of this Agreement, provide the City with a written back up plan that details emergency resources for equipment and staff that may be needed in order for the Contractor to maintain performance standards.

Addendum / Contract # 462-9342

Contract: Choice Environmental Services of Broward, Inc.

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- e) Contractor shall meet weekly with the City's recycling contract administrator, as directed by the City's recycling contract administrator, to evaluate program status.
- 3. **Deletion of Items.** Items 462-9342-2-07, 462-9342-2-08, and 462-9342-2-09, to wit, Group II Special Services: Dumpster, roll-off, 10, 20, and 30 yards, of the Invitation to Bid ("ITB"), are deleted, and are therefore excluded from this Agreement.
- **4. Right to delete services.** The City reserves the right at any time to delete and exclude from this Agreement services contemplated by this Agreement.
- **5. Amend Contract Term.** Section 1.07 of Part I Information/Special Conditions of the ITB, as revised by Addendum No. 1 to the ITB, is amended to add the following as the third paragraph of Section 1.07:

The first year of the contract will be a probationary period. During the first 90 days of the contract, Choice Environmental Services of Broward, Inc., shall meet the defined performance criteria set forth in Paragraph 2 above in order for the prices stated in paragraphs 1a & 1b above to be returned to their original level for the second quarter of the probationary period. Once an increase is granted, the City will continue to monitor the Contractor's performance based on the same criteria. If, as determined by the City in the City's sole discretion, the Contractor does not maintain the established performance standards, the rates will be adjusted back again to the reduced rates set forth in paragraph 1a & 1b above for the following quarter. In such event, the City may also terminate this Agreement, whereupon the Contractor shall continue service until a re-bid is completed and a new contract is awarded. If, as determined by the City in the City's sole discretion, the Contractor maintains the established performance standards during the entire first year, the prices set forth in the original contract bid will become effective for the remainder of the contract term and the Contractor will be eligible to request a cost of living (CPI) increase in accordance with paragraph 1.11 of the contract.

- 6. Compliance with Laws and Regulations. In the performance of services under this Contract and all actions taken by Contractor hereunder, Contractor shall comply with all applicable statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Broward County, Florida, City of Fort Lauderdale, Florida, and of any other public authority that may be applicable to performance under this Contract.
- 7. Interpretation of Contract; Severability. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent by a court of competent jurisdiction, the remainder of this Contract, or the application of the remainder of the provisions, shall not be affected. The captions, headings, and titles contained in this Contract are solely for convenience of reference and are not intended to affect its interpretation.

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Contract: Choice Environmental Services of Broward, Inc.

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- 8. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- **9. Incorporation.** This Addendum to Agreement between City of Fort Lauderdale and Choice Environmental Services of Broward, Inc., is hereby incorporated into and made a part of the Agreement between City of Fort Lauderdale and Choice Environmental Services of Broward, Inc., for Recycling Services, Contract No. 462-9342.

IN WITNESS OF THE FOREGOING, the parties execute this Addendum to Agreement between City of Fort Lauderdale and Choice Environmental Services of Broward, Inc., as follows:

Witnesses:	City of Fort Lauderdale
Print or type name:	Mild Will By KB. Director of Procurement Services
Print or type name:	
	ATTEST:
	City Clerk
	APPROVED AS TO FORM: See Assistant City Attorney
Witnesses:	Choice Environmental Services of Broward, Inc., a Florida corporation

Addendum / Contract # 462-9342

Print or type name:

Contract: Choice Environmental Services of Broward, Inc.

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Print or type name:

President

	ATTEST:
(CORPORATE SEAL)	Print or type name: Secretary
STATE OF FLORIDA: COUNTY OF BROWARD:	
The foregoing Addendum to Agr Choice Environmental Services of Broward, Inc. Cc+Ober, 2006, by North Rockers work Roskleyk as Secretary, Inc., a Florida corporation.	reement between City of Fort Lauderdale and c., was acknowledged before me this 30th day of as President, and for Choice Environmental Services of Broward,
PAULA M KOESTER MY COMMISSION # DD411648 EXPIRES: Mar. 27, 2009 (407) 388-0153 Florida Notary Service.com	Notary Public, State of Florida (Signature of Notary taking Acknowledgment) Phuip M KOESTEVZ Name of Notary Typed, Printed or Stamped My Commission Expires: Hava 27th 2009 Commission Number
Personally known V OR Produced Identifica	ation
Type of Identification Produced:	

Contract: Choice Environmental Services of Broward, Inc.

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Vendor: Choice Environmental

PROPOSAL SIGNATURE PAGE

TO: The CITY of Fort Lauderdale, FL

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by: Hans Christensen 1-26-2006

(signature)

(date)

Name (printed): Hans Christensen Title: Vice President

Company: (Legal Registration): Choice Environmental Services of Broward County, Inc.

(CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUE §607.1501 (visit http://www.dos.state.fl.us/doc/

Address: 13386 NW 38th Court

CITY: Opa-Locka State: Florida Zip: 33054

Telephone No.: 305-637-5076 FAX No.: 305-637-2035

E-MAIL: hans@choiceenvironmental.net

Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions?

MBE \(\Gamma \) WBE \(\Gamma \)

<u>ADDENDUM ACKNOWLEDGEMENT</u> - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No.

Date Issued

<u>VARIANCES</u>: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

Choice Environmental Services proposes to change the COPR route collection day from Monday to Tuesday.

Vendor: Choice Environmental

GENERAL QUESTIONAIRE

BIDDER NAME: Choice Environmental Services of Broward County, dba Palm Environmental

Complete the following:

Contact Name: Hans Christensen

Phone: 305-637-5076

Delivery/begin work in calendar days after receipt of Purchase Order: (Section 1.02 of General Conditions.):

1Days

Payment terms (Section 1.03 of General Conditions: (net 30 if left blank)

Total Bid Discount (Section 1.04 of General Conditions): None

Prices firm for acceptance for 90 days? (Section 1.05 of General Conditions.):

₩ Yes

ΓNo

Other

State or reference any variances (section 1.06 of General Conditions):

- 1. Number of years experience the bidder has had in providing similar services:

 15 Years
- 2. Describe the last project of this nature that you completed:

Choice is the current provider of the curbside recycling services for the City of Fort Lauderdale as successor in interest to Earth Resource Management.

3. Provide three references for which you have performed similar services.

Company Name: City of Fort Lauderdale

Address:

Contact Name: Casey Eckels Telephone:

Company Name: Dade County School Board

Address:1450 NE 2nd Ave, Miami

Contact Name: Alfredo Sardinas Telephone: 305-995-1550

Company Name: West Palm Beach School District

Address:3300 Summit Boulevard

Contact Name: Lee KappTelephone: 561-687-7185

4. Have you ever failed to complete work awarded to you? If so, where and why?

No

5. Please provide a list of the equipment you have available to perform the services of this contract.

Currently operate seven pieces of equipment for the City of Fort Lauderdale recycling contract. If awarded the bid new trucks will be purchased as front line equipment.

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

Choice Environmental

Bid Contact Hans F Christensen

hans@choiceenvironmental.net

Ph 305-637-5076

Vendor Code 00023182

Address 3315 NW 46th Street Miami, FL 33142

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
462-9342-1-	01 Group I - Gene Services:Regula weekly pickup		First Offer - \$1.72	40663 / each	\$69,940.36		Y
462-9342-1-	02 Group I - Gene Services:Reside mixed paper, weekly pickup	eral Supplier ential Product Code:	First Offer - \$1.95	8000 / each	\$15,600.00		Y
				Lot Total	\$85,540.36		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch	. Doc
462-9342-2-0	Group II - Specia Services:Carts, 6 or 95 gallon	Supplier Product Code:	First Offer - \$21.65	237 / eac	h \$5,131.05		Y
		Change current service day from Monday to Tuesday (One day per week).					
462-9342-2-02	Group II - Specia Services:Dumpste 2 yard	Supplier er, Product Code:	First Offer - \$60.00	17 / each	\$1,020.00		Υ
		P/U once per week					
462-9342-2-03	Group II - Specia Services:Dumpste 4 yard	Supplier er, Product Code:	First Offer - \$70.00	16 / each	\$1,120.00		Y
		P/U once per week					
162-9342-2-04	Group II - Specia Services:Dumpste 6 yard		First Offer - \$80.00	5 / each	\$400.00		Y
		P/U once per week					
62-9342-2-05	Group II - Special Services:Dumpste 8 yard	Supplier r, Product Code:	First Offer - \$85.00	12 / each	\$1,020.00		Υ
		P/U once per week					
62-9342-2-06	Group II - Special Services:Dumpster delivery and pickup		First Offer - \$50.00	30 / each	\$1,500.00		Y

462-9342-2-07	Group II - Special Services:Dumpster roll-off, 10 yard	Supplier r, Product Code:	First Offer - \$295.00	5 / each	\$1,475.00	Y
		Price for C & D only. Solid waste to Wheelabrator will be \$195 per haul plus \$100 per ton.				
462-9342-2-08	Group II - Special Services:Dumpster roll-off, 20 yard		First Offer - \$395.00	5 / each	\$1,975.00	γ
		Price for C & D only. Solid waste to Wheelabrator will be \$195 per haul plus \$100 per ton.				
462 -9342-2-09	Group II - Special Services:Dumpster, roll-off, 30 yard	Supplier Product Code:	First Offer - \$495.00	5 / each	\$2,475.00	Y
		Price for C & D only. Solid waste to Wheelabrator will be \$195 per haul plus \$100 per ton.				

Lot Total **\$16,116.05**

Vendor Total

\$101,656.41